

<i>SERFF Tracking Number:</i>	<i>AGNY-125842887</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New Hampshire Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AIC-08-EO-20</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>Student/School Professional Liability Insurance Program/151640288/72017002</i>		
<i>Project Name/Number:</i>	<i>Student/School Professional Liability Insurance Program/AIC-08-EO-20</i>		

## Filing at a Glance

Company: New Hampshire Insurance Company

Product Name: Student/School Professional Liability Insurance Program/151640288/72017002

TOI: 17.0 Other Liability - Claims

Made/Occurrence

Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Filing Type: Form

SERFF Status: Closed

Co Tr Num: AIC-08-EO-20

Co Status:

Author: Jameka Harris

Date Submitted: 10/03/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Edith Roberts

Disposition Date: 10/07/2008

Disposition Status: Approved

Effective Date (New):

Effective Date (Renewal):

Effective Date Requested (New): 11/03/2008

Effective Date Requested (Renewal): 11/03/2008

State Filing Description:

## General Information

Project Name: Student/School Professional Liability Insurance Program Status of Filing in Domicile: Pending

Project Number: AIC-08-EO-20

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 10/07/2008

State Status Changed: 10/07/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The purpose of this filing is to add New Hampshire Insurance Company (the "Company") to American Home Assurance Company's Student/School Professional Liability Insurance Program (the "Program") currently on file with your Department (filing no. AIC-97-PR-09).

SERFF Tracking Number: AGNY-125842887 State: Arkansas  
Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AIC-08-EO-20  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Student/School Professional Liability Insurance Program/151640288/72017002  
Project Name/Number: Student/School Professional Liability Insurance Program/AIC-08-EO-20

For your information, we have attached copies of the forms in the Forms Schedule tab. The policy, application(s), and declaration page(s) have been revised to reflect the name of the Company and new numbers assigned to the forms. The fraud warnings, cancellation/non-renewal endorsements and other state amendatory endorsements have also been revised to comply with your state insurance laws and regulations. No other changes have been made to these previously approved forms.

No changes are being made to the rating methodology currently on file for this Program under filing no. AIC-97-PR-09.

Your favorable review and consideration are respectfully requested.

## Company and Contact

### Filing Contact Information

Jameka Harris, Filings Analyst  
175 Water Street, 17th Floor  
New York, NY 10038  
jameka.harris@aig.com  
(212) 458-7056 [Phone]  
(212) 458-7077[FAX]

### Filing Company Information

New Hampshire Insurance Company  
70 Pine Street  
New York, NY 10270  
(212) 770-7000 ext. [Phone]  
CoCode: 23841  
Group Code:  
Group Name:  
FEIN Number: 02-0172170  
State of Domicile: Pennsylvania  
Company Type:  
State ID Number:

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50.00 per form filing.  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New Hampshire Insurance Company	\$50.00	10/03/2008	22915034

*SERFF Tracking Number:*      *AGNY-125842887*      *State:*      *Arkansas*  
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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Edith Roberts	10/07/2008	10/07/2008

<i>SERFF Tracking Number:</i>	<i>AGNY-125842887</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>Student/School Professional Liability Insurance Program/AIC-08-EO-20</i>		

## Disposition

Disposition Date: 10/07/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125842887 State: Arkansas

Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-EO-20

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Student/School Professional Liability Insurance Program/151640288/72017002

Project Name/Number: Student/School Professional Liability Insurance Program/AIC-08-EO-20

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Form	DECLARATIONS PAGE	Approved	Yes
Form	POLICY	Approved	Yes
Form	SCHOOL APPLICATION	Approved	Yes
Form	INDIVIDUAL STUDENT APPLICATION	Approved	Yes
Form	ARKANSAS CANCELLATION/NONRENEWAL ENDORSEMENT	Approved	Yes
Form	ARKANSAS AMENDATORY ENDORSEMENT	Approved	Yes
Form	ARKANSAS PUNITIVE DAMAGES DEFINITION	Approved	Yes

SERFF Tracking Number: AGNY-125842887 State: Arkansas

Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

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Project Name/Number: Student/School Professional Liability Insurance Program/AIC-08-EO-20

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	DECLARATIONS PAGE	99758	(09/08)	Declaration News/Schedule		0.00	99758 09_08 Student School Declarations.pdf
Approved	POLICY	99757	(09/08)	Policy/Coverage Form		0.00	99757 09_08 Student School Pol.pdf
Approved	SCHOOL APPLICATION	99756	(09/08)	Application/ New Binder/Enrollment		0.00	99756 09_08 School Application.pdf
Approved	INDIVIDUAL STUDENT APPLICATION	99755	(09/08)	Application/ New Binder/Enrollment		0.00	99755 09_08 Student Application.pdf
Approved	ARKANSAS CANCELLATION/ NONRENEWAL ENDORSEMENT	52131	(11/03)	Endorsement/ Amendment/ Conditions			AR-52131.pdf
Approved	ARKANSAS AMENDATORY ENDORSEMENT	68356	(7/97)	Endorsement/ Amendment/ Conditions			68356 07_97 AR AMENDATORY ENDT.pdf
Approved	ARKANSAS PUNITIVE DAMAGES DEFINITION	56667	(4/93)	Endorsement/ Amendment/ Conditions			56667 04_93 AR AMENDATORY ENDT.pdf



**AMERICAN INTERNATIONAL COMPANIES®**  
**New Hampshire Insurance Company**  
**70 Pine Street**  
**New York, NY 10270**  
**(212) 770-7000**  
(A CAPITAL STOCK COMPANY)

**STUDENT/SCHOOL PROFESSIONAL LIABILITY INSURANCE**

*Coverage is offered through Professional Counselors Purchasing Group, Inc.*

**NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).**

**DECLARATIONS**

POLICY NO.

**ITEM 1. NAME AND ADDRESS OF INSURED:**

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**ITEM 2:** ADDITIONAL INSURED:

**ITEM 3:** POLICY PERIOD: FROM: TO:  
12:01 A.M. STANDARD TIME AT THE ADDRESS AS  
STATED HEREIN

**ITEM 4:** LIMITS OF LIABILITY: (a) EACH WRONGFUL ACT OR SERIES OF  
CONTINUOUS REPEATED OR INTERRELATED  
WRONGFUL ACTS  
(b) AGGREGATE

**ITEM 5:** PREMIUM SCHEDULE

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM

**TOTAL PREMIUM:**\_\_\_\_\_

**ITEM 6:** POLICY FORMS AND ENDORSEMENTS  
ATTACHED TO THE POLICY

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of the policy

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PRESIDENT

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SECRETARY

This policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

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AUTHORIZED REPRESENTATIVE

---

COUNTERSIGNATURE

---

DATE

---

COUNTERSIGNED AT





AMERICAN INTERNATIONAL COMPANIES®

70 Pine Street  
New York, NY 10270  
(212) 770-7000

STUDENT/SCHOOL PROFESSIONAL LIABILITY POLICY

*Coverage is offered through Professional Counselors Purchasing Group, Inc*

**NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS AND SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT AND PUNITIVE DAMAGES.**

**PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS POLICY COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

In consideration of the premium paid and in reliance upon the statements in the Application completed by the **named insured** and upon the Declarations, and subject to its terms, conditions, and exclusions, **we** agree to this Policy as a contract with the **named insured**.

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## **I. INSURING AGREEMENT**

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We shall pay those amounts that **you** are legally obligated to pay to compensate others arising out of **your wrongful act**. The **wrongful act** must take place during the **policy period**, and must arise solely out of **your** performance of professional services or field placement activities as described in Item 5 of the Declarations.

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## **II. DEFINITIONS**

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- A. **Automobile** means a land vehicle, whether or not self-propelled, or a trailer or semitrailer, including any machinery or apparatus attached thereto, whether or not designed for use principally on public roads.
- B. **Bodily Injury** means physical injury, sickness, disease, sustained by any person, including death resulting therefrom.
- C. **Claim(s)** means a demand for money and includes **suit(s)**.
- D. **Criminal Prosecution** means any government action for enforcement of criminal laws, including offenses, conviction for which could result in imprisonment.
- E. **Defamation** means the publication or utterance of a libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy.
- F. **Discrimination** means the violation of any law, whether statutory or common law, including, but not limited to, race, color, religion, national origin, age, sex, marital status, sexual orientation, handicap, pregnancy, chronic medical condition, or obesity.
- G. **Named Insured** means a school, college, university, or individual indicated in Item 1 of the Declarations.
- H. **Policy Period** means the period commencing on the effective date shown in the Declarations and ending on the effective date of termination, expiration, or cancellation of this Policy.
- I. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including: smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed, as well as medical waste.

- J. **Property Damage** means (1) physical injury to or destruction of tangible property including the loss of use thereof resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed.
- K. **Suit** means a civil proceeding seeking money damages, and includes arbitration, mediation or any other alternative dispute resolution procedure seeking such damages, to which **you** must submit or may submit with **our** consent.
- L. **You** and **your** means any Insured as set forth in Section III. Who is an Insured.
- M. **We, our** and **us** means the Company providing this insurance.
- N. **Wrongful Act** means any actual or alleged negligent act, error, or omission, or any actual or alleged defamation.

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### III. WHO IS AN INSURED

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The Insured, referred to as **you** or **your**, is the individual(s) or school, college, or university designated as a **Named Insured** in Item 1. of the Declarations:

- A. If the **named insured** is designated as a student, the student named is an insured, but solely as respects their liability as students in school authorized field placement activities as described in Item 5. of the Declarations;
- B. If the **named insured** is designated in the Declarations as a school, college or university, the school, college or university so designated, its teachers, supervisors, board members and faculty while acting within the scope of their duties as such and students as respects their liability in authorized field placement activities are insureds.

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### IV. DEFENSE COSTS, CHARGES AND EXPENSES

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We shall pay the costs related to the following which are in addition to the Limits of Liability:

- A. We have the right and duty to defend and appoint counsel, at **our** expense for any **suit** brought against **you** for a covered **wrongful act**, even if the **suit** is groundless or fraudulent. **Our** duty to defend **suit** ends after the applicable Limit of Liability has been exhausted by payment of judgments, awards, and interest accruing thereon prior to entry of judgment or issuance of an award and settlements.
- B. We have the right to investigate any **claim** or **suit** and, with **your** written consent, settle any claim or **suit** that **we** believe is proper. **Our** duty to defend any **suit** against **you** ends if the **named insured** refuses to consent to a settlement **we** recommend and the claimant will accept. The **named insured** shall then defend the **suit** at the **named insured's** own expense and negotiate any settlement. **Our** liability for any settlement or judgment will not be more than the amount for which **we** could have settled had the **named insured** consented.
- C.
  1. We will pay all reasonable costs, other than loss of earnings, **we** ask **you** to incur while defending a **suit**.
  2. We will pay premiums for appeal bonds, or bonds to release property used to secure legal obligation, if required in a **suit** **we** defend. We will only pay, however, for bonds valued up to **our** applicable Limit of Liability. **We** have no obligation to appeal or to obtain these bonds.
- D. We shall pay all interest and all costs taxed on that amount of any judgment up to **our** Limit of Liability:
1. Which accrues after entry of judgment; and
  2. Before **we** pay, offer to pay, or deposit in court that part of the judgment within **our** applicable

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## V. LIMITS OF LIABILITY

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- A. The limits shown in the Declarations to the Policy and the information contained in this section indicate the most **we** will pay regardless of the number of:
1. Persons or organizations covered by this Policy; or
  2. **Claims** made or **suits** brought.
- B. Each **wrongful act** limit is the most **we** shall pay for all losses that result from a single **wrongful act**.
- C. Aggregate limit is the most **we** shall pay for all losses covered under this Policy.
- D. All **claims** arising from continuous, repeated, or related **wrongful acts** shall be treated as one **claim**. Such **wrongful acts** shall be considered to have taken place when the earliest **wrongful act** takes place.

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## VI. EXCLUSIONS

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We shall not defend or pay any **claims** against any Insured under the Insuring Agreement:

- A. For any dishonest, criminal, fraudulent or malicious act, error, or omission;
- B. For any liability as a proprietor or owner of any clinic with bed and board facilities, hospital, sanitarium, nursing home or laboratory or to acts, errors or omissions arising out of or in the course of any trade, business, employment or profession other than the activities described in Item 5 of the Declarations;
- C. For any medical, surgical, dental, x-ray or nursing service or treatment, the furnishing of food or beverages in connection therewith or the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- D. For any **discrimination** on any basis;
- E. For any **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any **automobile**, aircraft or watercraft;
- F. For any **bodily injury** or **property damage** to any employee of **yours** or independent contractor working for **you**, or to any obligation of **you** to indemnify another because of damages arising out of any **bodily injury** or **property damage**;
- G. For any actual or alleged infringement of copyright;
- H. For any liability arising out of any obligation under a workers' compensation, disability benefits, unemployment compensation law, or any similar law;
- I. For **property damage** to:
1. Property owned or occupied by or rented by **you**;
  2. Property used by **you**;
  3. Property in the care custody or control or property of which **you** are exercising physical control for any purpose; or
  4. Premises sold, given away or abandoned by **you**, if the **property damage** arises out of any part of those premises;

- J. For any **wrongful act** committed with knowledge by **you** that it was a **wrongful act**;
- K. For:
1. The actual, alleged or threatened discharge, dispersal, release or escape of **pollutants**; or
  2. Any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**;
- L. For any of **your** employment activities including, but not limited to, application for employment, refusal to employ, termination of employment, coercion, demotion, evaluation, re-assignment, discipline, **defamation**, harassment including sexual harassment, humiliation, or violation of civil rights;
- M. Arising out of any **wrongful act** committed while **you** did not have a license required by law or while **your** license was suspended; or
- N. Arising out of any wrongful act while **you** were under the influence of an illegal substance or drug or while intoxicated.

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## VII. SEXUAL MISCONDUCT PROVISION

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- A. **Our** Limit of Liability shall not exceed \$25,000 in the aggregate for all damages with respect to the total of all **claims** and **suits** against **you** involving any actual or alleged erotic physical contact, or attempt thereat or proposal thereof:
1. By **you** or by any other person for whom **you** may be legally liable; and
  2. With or to any former or current client of **yours**, or any current student, or with or to any relative or member of the same household as any said client, or with or to any person with whom said client or relative has an affectionate personal relationship.
- B. In the event that any of the foregoing are alleged at any time, either in a complaint, during discovery, at trial or otherwise, any and all causes of action alleged and arising out of the same or related courses of professional treatment and/or relationships shall be subject to the aforesaid \$25,000 aggregate Limit of Liability and shall be part of, and not in addition to, the Limits of Liability otherwise afforded by this Policy.
- C. **We** shall not be obligated to undertake nor continue to defend any **suit** or proceeding subject to the \$25,000 aggregate Limit of Liability after the \$25,000 aggregate Limit of Liability has been exhausted by payment of judgments, settlements and/or other items included within the Limits of Liability.

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## VIII. PUNITIVE DAMAGES PROVISION

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**We** shall not pay for fines or penalties or punitive, exemplary or multiplied damages, however, wherever permitted by law **we** shall pay up to \$25,000 in the aggregate for all damages with respect to the total of all **claims** and **suits** against **you** involving punitive, exemplary or multiplied damages as part of and not in addition to the applicable Limits of Liability of this Policy.

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## IX. CONDITIONS

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A. WHERE COVERAGE APPLIES

**We** cover **wrongful acts**, anywhere in the world, but only if a **claim** is made and a **suit** is brought for such **wrongful act**, in the United States of America, its territories and possessions, Puerto Rico, or Canada.

B. **YOUR ASSISTANCE AND COOPERATION**

1. **You** agree to cooperate with and help **us**:

- a. Make settlements;
- b. Enforce any legal rights **you** or **we** may have against anyone who may be liable to **you**;
- c. Attend depositions, hearings and trials; and
- d. Secure and give evidence, and obtain the attendance of witnesses.

**You** shall not admit any liability, assume any financial obligation, or payout any money without **our** prior consent. If **you** do, it will be at **your** own expense.

**C. LAWSUITS AGAINST US**

1. No one can sue **us** to recover under this Policy unless all of the terms have been honored.
2. A person or organization may sue **us** to recover up to the Limits of Liability under this Policy only after **your** liability has been decided by:
  - a. Trial, after which a final judgment has been entered; or
  - b. A written settlement agreement signed by **you**, **us**, and the party making the **claim**.

**D. BANKRUPTCY**

**You** or **your** estate's bankruptcy or insolvency does not relieve **us** of **our** obligations under this Policy.

**E. CHANGES**

The **named insured** shown in the Declarations is authorized to make changes in the terms of this Policy with **our** written consent. This Policy's terms can be amended or waived only by endorsement issued by **us** and made a part of this Policy.

**F. TITLES OF PARAGRAPHS**

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

**G. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY**

**Your** rights and duties under this Policy may not be transferred without **our** written consent.

If **you** are declared legally incompetent, **your** rights and duties will be transferred to **your** legal representative but only while acting within the scope of his duties as **your** legal representative.

**H. CONFORMANCE TO STATUTE**

To the extent a term of this Policy conflicts with a statute of the State within which this Policy is issued, the term shall be deemed amended so as to conform to minimum requirements of the statute.

**I. DUTIES IN THE EVENT OF AN INCIDENT, CLAIM OR SUIT**

1. When incidents or events occur which **you** reasonably believe may give rise to a **claim** or **suit** for which coverage may be provided, **you** shall, give written notice to **us** as soon as practicable. Such written notice shall contain:
  - a. The identity of the person(s) alleging the **wrongful act**;
  - b. The identity of the Insured(s) who allegedly were involved in the incidents or events; and
  - c. The date the alleged incidents or events took place.
2. If a **claim** is made or **suit** is brought against **you**, **you** shall:

- a. Immediately record the specifics of the **claim** and the date received; and
- b. Notify **us** as soon as practicable.

**You** shall see to it that **we** receive written notice of this **claim** as soon as practicable.

3. **You** must:

- a. Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with any **claim** or **suits**;
- b. Authorize **us** to obtain records and other information,
- c. Cooperate with **us** in the investigation, settlement, or defense of the **claim** or **suit**; and
- d. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to **you** because of injury or damage to which this insurance may also apply.

**J. OTHER INSURANCE**

If there is other insurance which applies to the loss resulting from a **wrongful act** the other insurance shall pay first. This Policy applies to the amount of loss which is more than:

- 1. The Limits of Liability of the other insurance; and
- 2. The total of all deductibles and self-insured amounts under all such other insurance.

**We** shall not pay more than **our** Limits of Liability.

**K. MULTIPLE POLICIES**

- 1. Two or more policies may be issued by **us** or other member companies of American International Companies, Inc. These policies may provide coverage for:
  - a. **Claims** or **suits** arising from the same or related **wrongful act**.
  - b. Persons or organizations covered in those policies that are jointly and severally liable.
- 2. In such a case, **we** shall not be liable under this Policy for an amount greater than the proportion of the loss that this Policy's applicable Limit of Liability bears to the total applicable Limits of Liability under all such policies.

In addition, the total amount payable under all such policies is the highest applicable Limit of Liability among all such policies.

**L. REPRESENTATIONS**

- 1. By accepting this Policy, the **named insured** agrees that the statements in the Application and Declarations are true, and that they are **named insured's** agreements and representations.
- 2. The **named insured** agrees that this Policy is issued in reliance upon the truth of those representations.
- 3. Any and all relevant provisions may be voidable by **us** in any case of fraud, intentional concealment, or misrepresentation of material fact by **you**.

**M. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If **you** have rights to recover all or part of any payment **we** have made under this Policy, those rights are transferred to **us**. **You** must do nothing to impair them. At **our** request, **you** will bring **suit** or transfer those rights to **us** and help us enforce them.

**N. ARBITRATION**

1. Any controversy arising out of or relating to this Policy or its breach shall be settled by arbitration in accordance with the rules of the American Arbitration Association. The arbitration panel shall consist of three (3) arbitrators. One of the arbitrators shall be chosen by the **named insured** and one arbitrator shall be chosen by **us**. Those two arbitrators shall then choose the third arbitrator. Unless the parties otherwise agree, the arbitration shall be held in the state of the Insured as defined in Item I. A. of the Declarations.
2. Unless the parties otherwise agree, within thirty (30) days of the parties submitting their case and related documentation, the arbitration panel shall issue a written decision resolving the controversy and stating the facts reviewed, conclusions reached, and the reasons for reaching those conclusions. The arbitration panel may make an award of compensatory damages, but shall not award punitive or exemplary damages. The findings of the arbitration panel, however, shall be binding upon **you** or **us**.
3. The **named insured** shall bear the expense of the arbitrator chosen by the **named insured**. **We** shall bear the expense of the arbitrator chosen by **us**. The **named insured** and **we** shall share equally the expense of the other arbitrator. The arbitration panel shall allocate any remaining costs of the arbitration proceeding.

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**X. CANCELLATION/NONRENEWAL**

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- A. The **named insured** shown in the Declarations may cancel this Policy by mailing or delivering to **us** advance written notice of cancellation.
- B. **We** may cancel this Policy by mailing or delivering to the **named insured** written notice of cancellation at least:
1. Ten (10) days before the effective date of cancellation if **we** cancel for non-payment of premium; or
  2. Sixty (60) days before the effective date of cancellation if **we** cancel for any other reason.
- C. **We** will mail or deliver **our** notice to the first **named insured's** address shown in Item 1 (a) of the Declarations.
- D. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
- E. If this Policy is canceled, **we** will send the **named insured** any premium refund due. If **we** cancel, the refund will be pro rata. If the first **named insured** cancels, the refund shall be at the short rate. The cancellation will be effective even if **we** have not made or offered a refund.
- If notice is mailed, proof of mailing will be sufficient proof of notice.
- F. If **we** decide not to renew this Policy, **we** will mail or deliver to the **named insured** shown in the Declarations written notice of the nonrenewal not less than sixty (60) days before the expiration date.
- If notice is mailed, proof of mailing will be sufficient proof of notice.

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

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PRESIDENT

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SECRETARY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

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AUTHORIZED REPRESENTATIVE





**AMERICAN INTERNATIONAL COMPANIES®**  
**New Hampshire Insurance Company**  
70 Pine Street  
New York, NY 10270  
(herein called the "insurer", "company")

# Application

## FOR SCHOOL PROFESSIONAL LIABILITY INSURANCE

Offered through the Professional Counselors Purchasing Group, Inc.

Notice to Florida and Iowa Applicants:  
License #054346502 issued to Richard C. Imbert

Notice to California Applicants:  
License #0555091 issued to the American Professional Agency, Inc.

FOR OFFICE USE ONLY

PREMIUM:

RATED BY:

EFFECTIVE DATE:

REFUND AMOUNT DUE:

**NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY)**

1. Name of Applicant: \_\_\_\_\_
2. Mailing Address: \_\_\_\_\_ Bus. Phone# - ( ) \_\_\_\_\_  
City County State Zip Code
3. Limits of Liability desired: (Check one):  
☐ \$1,000,000/1,000,000 ☐ \$1,000,000/3,000,000 ☐ \$1,000,000/4,000,000  
☐ \$2,000,000/2,000,000 ☐ \$2,000,000/4,000,000
4. Complete below for staff and students:  
Number of social workers on staff: \_\_\_\_\_ Number of other professionals on staff: \_\_\_\_\_  
Number of psychologists on staff: \_\_\_\_\_ Number of students in field placement: \_\_\_\_\_
5. School is Non-Profit ☐ If not, explain: \_\_\_\_\_
6. School is licensed, certified or accredited by: \_\_\_\_\_

### REPRESENTATION SECTION

Any policy issued by the Company is based on the following Representations:

7. \*After inquiry of each individual in Question 4:  
\*\*After inquiry" means that the applicant has inquired of each person as to whether he/she has information pertinent to this question. **If you answer "Yes", please include all documents pertinent to the situation you are describing.**
- (a) Has the school or any person indicated in Question 4, ever been convicted of or charged with a crime in any state or country, the disposition of which was other than acquittal or dismissal?  
If yes, please give the particulars in order for this application to be considered. ☐ Yes ☐ No
- (b) Has the school or any person indicated in Question 4, ever been required by any licensing board or professional ethics body to surrender their license or been found guilty of a violation of ethics codes, professional misconduct, unprofessional conduct, incompetence or negligence in any state or country?  
If yes, please give full particulars and copies of charges, correspondence and any findings in order for your application to be considered. ☐ Yes ☐ No
- (c) Are there any complaints, charges or investigations pending against the school or any person indicated in Question 4, by any licensing board or professional ethics body for violation of ethics codes, professional misconduct, unprofessional conduct, incompetence or negligence in any state or country?  
If yes, please give full particulars, and copies of charges, correspondence and any findings in order for your application to be considered. ☐ Yes ☐ No
- (d) Has the school or any person indicated in Question 4, ever had any insurance company or Lloyd's decline, cancel, refuse to renew or accept only on special terms any professional liability insurance?  
**(NOTE: MISSOURI APPLICANTS DO NOT RESPOND)**  
If yes, please give full particulars in order for your application to be considered. ☐ Yes ☐ No

Question 7 continued on the next page.

Please complete every question fully

- (e) Has any professional liability claim or suit ever been made against the school or any person indicated in Question 4, their predecessors in business or against any past or present partner(s)?  
If yes, please give full particulars and copies of any summons and complaints, pertinent correspondence and outcome, if any, in order for this application to be considered.

☐ Yes ☐ No

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- (f) Are there any circumstances of which the school or any person indicated in Question 4 is aware of that may result in any professional liability claim or suit being made against the school or any person indicated in Question 4, their predecessors in business or against any past or present partner(s)?  
If yes, please give full particulars in order for your application to be considered.

☐ Yes ☐ No

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- (g) Is any person indicated in Question 4 engaged in or ever been engaged in any sexual misconduct with any current or former student or current or former patients or any current or former patient's spouse or any person with a direct relationship to the patient or former patient (for example a guardian, blood relative of the patient or spouse or any person sharing the patient's domicile)?  
(Sexual misconduct means any actual or alleged erotic physical contact or attempt thereof or proposal thereof.)  
If yes, please give full particulars in order for this application to be considered.

☐ Yes ☐ No

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**THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE APPLICANT AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF INSURANCE, APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.**

**SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT NOR THE COMPANY TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND BECOME PART OF THE POLICY.**

**NOTICE TO APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

**NOTICE TO KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

**NOTICE TO LOUISIANA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**NOTICE TO NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

**NOTICE TO OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**NOTICE TO OKLAHOMA APPLICANTS:** WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

**NOTICE TO OREGON APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO VERMONT APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Signed \_\_\_\_\_  
(School)

Date \_\_\_\_\_

Title \_\_\_\_\_  
(must be signed by authorized officer)

Organization \_\_\_\_\_  
(Organization's Seal)

Attest \_\_\_\_\_

Producer \_\_\_\_\_

License Number \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Application must be signed, dated, fully completed and accompanied by the premium to be considered. Please make checks payable and return with the application to: American Professional Agency, Inc., 95 Broadway, Amityville, NY 11701.

Signature of Authorized Representative of the American Professional Agency, Inc.: \_\_\_\_\_



**AMERICAN INTERNATIONAL COMPANIES®**  
**New Hampshire Insurance Company**  
70 Pine Street  
New York, NY 10270  
(herein called the "insurer", "company")

# Application

## FOR INDIVIDUAL STUDENT

Offered through the Professional Counselors Purchasing Group, Inc.

Notice to Florida and Iowa Applicants:  
License #054346502 issued to Richard C. Imbert

Notice to California Applicants:  
License #0555091 issued to the American Professional Agency, Inc

FOR OFFICE USE ONLY

PREMIUM:

RATED BY:

EFFECTIVE DATE:

REFUND AMOUNT DUE:

**NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).**

1. Name of Applicant: \_\_\_\_\_

2. Mailing Address: \_\_\_\_\_ Bus. Phone# - ( ) \_\_\_\_\_  
Area code number

3. Limits of Liability desired: (Check one) ☐ City ☐ County ☐ State ☐ Zip Code  
\$1,000,000/1,000,000 \$1,000,000/3,000,000

4. Academic Training

Name of College or University (including current enrollment)	City and State	Curriculum Major	Years of Attendance	Title of Degree(s) Received or Expected	Date Degree Received or Expected

5. Is the applicant a member in good standing of any professional association? If so, state the organization and type of membership. (i.e. Regular, Clinical, Associate, Student, etc.) \_\_\_\_\_

### REPRESENTATION SECTION

Any policy issued by the Company is based on the following Representations:

6. \*After inquiry of the individuals in Question 1:

\*\*After inquiry" means that the applicant has inquired of each person as to whether he/she has information pertinent to this question. **If you answer "Yes", please include all documents pertinent to the situation you are describing.**

(a) Has the applicant ever been convicted of or charged with a crime in any state or country, the disposition of which was other than acquittal or dismissal?  
If yes, please give full particulars in order for your application to be considered.

☐ Yes ☐ No

(b) Has the applicant ever been required by any licensing board or professional ethics body to surrender your license or found guilty of a violation of ethics codes, professional misconduct, unprofessional conduct, incompetence or negligence in any state or country?  
If yes, please give full particulars, and copies of charges, correspondence and any findings in order for your application to be considered.

☐ Yes ☐ No

(c) Are there any complaints, charges or investigations pending against the applicant by any licensing board or professional ethics body for violation of ethics codes, professional misconduct, unprofessional conduct, incompetence or negligence in any state or country?  
If yes, please give full particulars and copies of charges, correspondence and any findings in order for your application to be considered.

☐ Yes ☐ No

(d) Has any applicant ever had any insurance company or Lloyd's decline, cancel, refuse to renew or accept only on special terms any professional liability insurance? **(NOTE: MISSOURI APPLICANTS DO NOT RESPOND)**  
If yes, please give full particulars in order for your application to be considered.

☐ Yes ☐ No

Please complete every question fully.

- (e) Has any professional liability claim or suit ever been made against the applicant, their predecessors in business or against any past or present partner(s)?

☐ Yes ☐ No

If yes, please give full particulars and copies of any summons and complaints, pertinent correspondence and outcome, if any, in order for your application to be considered.

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- (f) Are there any circumstances of which the applicant is aware of that may result in any professional liability claim or suit being made against the applicant, their predecessors in business or against any past or present partner(s)?

☐ Yes ☐ No

If yes, please give full particulars in order for your application to be considered.

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- (g) Is the applicant engaged in or ever been engaged in any sexual misconduct with any of your current or former patients or any current or former patient's spouse or any person with a direct relationship to the patient or former patient (for example a guardian, blood relative of the patient or spouse or any person sharing the patient's domicile)?

☐ Yes ☐ No

(Sexual misconduct means any actual or alleged erotic physical contact or attempt thereat or proposal thereof.)

If yes, please give full particulars in order for your application to be considered.

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Signed \_\_\_\_\_

(Student)

Date \_\_\_\_\_

Title \_\_\_\_\_  
(must be signed by authorized officer)

Organization \_\_\_\_\_  
(Organization's Seal)

Attest \_\_\_\_\_

Producer \_\_\_\_\_

License Number \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Application must be signed, dated, fully completed and accompanied by the premium to be considered. Please make checks payable and return with the application to: American Professional Agency, Inc., 95 Broadway, Amityville, NY 11701.

Signature of Authorized Representative of the American Professional Agency, Inc.: \_\_\_\_\_

## ENDORSEMENT

This endorsement, effective \_\_\_\_\_ at \_\_\_\_\_

forms part of \_\_\_\_\_

Policy no.: \_\_\_\_\_ issued to: \_\_\_\_\_

By: \_\_\_\_\_

## ARKANSAS AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supercedes any provision to the contrary:

### A. CANCELLATION

If this policy has been in effect for more than sixty (60) days or is a renewal policy, the Insurer shall not cancel this policy unless such cancellation is based upon at least one (1) of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by or with the knowledge of the Insured or Other Insured(s) in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (c) The occurrence of material change in the risk which substantially increases any hazard insured against after policy issuance;
- (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against under the policy;
- (e) Nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the Insurer issuing the policy require payment thereof as a condition of the issuance and maintenance of the policy; or
- (f) A material violation of a material provision of the policy.

The Insurer may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the First Named Insured and any lienholder or loss payee named in the policy at least:

- a. Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium.
- b. Twenty (20) days before the effective date of cancellation if cancellation is due to any other reason.

If cancellation is due to nonpayment of premium, notice should state the reason for cancellation.

**B. NONRENEWAL**

If the Insurer decides not to renew the policy, the Insurer shall mail written notice to the First Named Insured shown in the Declarations at least sixty (60) days before:

- (a) its expiration date; or
- (b) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, the Insurer is not required to send this notice if nonrenewal is due to the Insured's failure to pay any premium required for renewal.

The Insurer will mail its notice to the First Named Insured's last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

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AUTHORIZED REPRESENTATIVE



**STUDENT/SCHOOL PROFESSIONAL LIABILITY  
ENDORSEMENT**

The endorsement, effective \_\_\_\_\_ forms a part of  
policy no.: \_\_\_\_\_ issued to:  
by: \_\_\_\_\_

**ARKANSAS AMENDATORY ENDORSEMENT**

This policy is amended as follows:

Section **IX. CONDITIONS**, paragraph N. **ARBITRATION** is deleted in its entirety and replaced with the following:

1. Any controversy arising out of or relating to this Policy or its breach may be settled by arbitration in accordance with the rules of the American Arbitration Association. The arbitration panel shall consist of three (3) arbitrators. One of the arbitrators shall be chosen by the **named insured** and one arbitrator shall be chosen by **us**. Those two arbitrators shall then choose the third arbitrator. Unless the parties otherwise agree, the arbitration shall be held in the state of the Insured as defined in Item 1A of the Declarations.
2. Unless the parties otherwise agree, within thirty (30) days of the parties submitting their case and related documentation, the arbitration panel shall issue a written decision resolving the controversy and stating the facts reviewed, conclusions reached, and the reasons for reaching those conclusions. The arbitration panel may make an award of compensatory damages, but shall not award punitive or exemplary damages. The findings of the arbitration panel, however, shall not be binding upon **you** or **us**.
3. The **named insured** shall bear the expense of the arbitrator chosen by the **named insured**. **We** shall bear the expense of the arbitrator chosen by **us**. The **named insured** and **we** shall share equally the expense of the other arbitrator. The arbitration panel shall allocate any remaining costs of the arbitration proceeding.

All other terms, conditions and exclusions shall remain the same.

---

AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

This endorsement, effective

forms a part of Policy No.

issued to

By:

### ARKANSAS AMENDATORY ENDORSEMENT

#### PUNITIVE DAMAGES DEFINITION

In consideration the premium charged it is hereby agreed that the **DEFINITIONS** Section of this policy is amended by the addition of the following definition:

**"Punitive or Exemplary Damages"** means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

All other terms, conditions and exclusions remain the same.

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AUTHORIZED REPRESENTATIVE

<i>SERFF Tracking Number:</i>	<i>AGNY-125842887</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New Hampshire Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AIC-08-EO-20</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>Student/School Professional Liability Insurance Program/151640288/72017002</i>		
<i>Project Name/Number:</i>	<i>Student/School Professional Liability Insurance Program/AIC-08-EO-20</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125842887 State: Arkansas  
Filing Company: New Hampshire Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AIC-08-EO-20  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Student/School Professional Liability Insurance Program/151640288/72017002  
Project Name/Number: Student/School Professional Liability Insurance Program/AIC-08-EO-20

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 10/07/2008

**Comments:**

**Attachment:**

PCTD Transmittal - Form.pdf

**Satisfied -Name:** Forms Listing **Review Status:** Approved 10/07/2008

**Comments:**

**Attachment:**

Form Listing Student SCHOOL updated.pdf

## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	American International Group, Inc				<b>Group NAIC #</b>	012
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
New Hampshire Insurance Company	PA	23841	02-0172170			

<b>5. Company Tracking Number</b>	AIC-08-EO-20
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## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Jameka Y. Harris 175 Water Street, 17 <sup>th</sup> Fl. New York, NY 10038	Filings Analyst	(212) 458 7056	(212) 458 7077	Jameka.harris@aig.com
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>		Jameka Y. Harris		

## Filing information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	17.0 – Other Liability
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.0019 – Professional Errors and Omissions
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: November 3, 2008    Renewal: November 3, 2008
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	
<b>17. Reference Organization # &amp; Title</b>	
<b>18. Company's Date of Filing</b>	October 3, 2008
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20.	<b>This filing transmittal is part of Company Tracking #</b>	AIC-08-EO-20
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21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The purpose of this filing is to add New Hampshire Insurance Company (the “Company”) to American Home Assurance Company’s Student/School Professional Liability Insurance Program (the “Program”) currently on file with your Department (filing no. AIC-97-PR-09).

For your information, we have attached copies of the forms in the Forms Schedule tab. The policy, application(s), and declaration page(s) have been revised to reflect the name of the Company and new numbers assigned to the forms. The fraud warnings, cancellation/non-renewal endorsements and other state amendatory endorsements have also been revised to comply with your state insurance laws and regulations. No other changes have been made to these previously approved forms.

No changes are being made to the rating methodology currently on file for this Program under filing no. AIC-97-PR-09.

Your favorable review and consideration are respectfully requested.

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<b>Check #: N/A – EFT</b> <b>Amount:</b>	
<b>Refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.</b>	

\*\*\*Refer to the each state’s checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	AIC-08-EO-20
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	DECLARATIONS PAGE	99758 (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	POLICY	99757 (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	SCHOOL APPLICATION	99756 (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	INDIVIDUAL STUDENT APPLICATION	99755 (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	ARKANSAS CANCELLATION/NONRENEWAL ENDORSEMENT	52131 (11/03)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	ARKANSAS AMENDATORY ENDORSEMENT	68356 (07/97)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	ARKANSAS PUNITIVE DAMAGES DEFINITION	56667 (04/93)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

Form Listing

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
1	DECLARATIONS PAGE	99758 (09/08)	D = Declarations	Same		M	N/A	No	
2	POLICY	99757 (09/08)	P = Policy	Same		M	N/A	No	Provides Professional Liability coverage for wrongful acts occurring as a result of the services the insured provides.
3	SCHOOL APPLICATION	99756 (09/08)	A = Application	Same		M	N/A	No	
4	INDIVIDUAL STUDENT APPLICATION	99755 (09/08)	A = Application	Same		M	N/A	No	
5	ARKANSAS CANCELLATION/NONRENEWAL ENDORSEMENT	52131 (11/03)	E = Endorsement	New		M	C	No	Clarifies coverage per state guidelines
6	ARKANSAS AMENDATORY ENDORSEMENT	68356 (07/97)	E = Endorsement	Same		M	C	No	Clarifies coverage per state guidelines
7	ARKANSAS PUNITIVE DAMAGES DEFINITION	56667 (04/93)	E = Endorsement	Same		M	C	No	Clarifies coverage per state guidelines

A = Application  
D = Declarations  
E = Endorsement  
P = Policy  
O = Other (Please explain)

Yes or No